

## QUITCLAIM DEED WITH COVENANT

NO TRANSFER  
TAX PAID47-173  
# 04989

I, Adam M. Weisberger of Waterville, County of Kennebec and State of Maine, for consideration paid, grant to Sarah P. Weisberger of Waterville, County of Kennebec and State of Maine, with quitclaim covenant, the land in Waterville, County of Kennebec and State of Maine.

A CERTAIN lot or parcel of land situated in Waterville, County of Kennebec and State of Maine, with the buildings thereon, bounded and described as follows:

016279

BEING Lot #25 on a plan of Gilman Heights drawn by Francis V. Armstrong, C.E., said plan being dated December 4, 1939, recorded in Plan Book 12, Page 77, in the Kennebec County Registry of Deeds, and as revised in April, 1948, and recorded in Plan Book 16, Page 2-A, to which reference is made for a more particular description.

SUBJECT to the restrictions recited in deed from Celia M. Nichols to Danny A. Karter and Victoria Karter dated October 23, 1981 and recorded in the Kennebec County Registry of Deeds in Book 2430, Page 145 as follows, to wit:

Section 1. No lot of land shall be sold, the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.

Section 2. The above described lot shall be used for only residential purposes; and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at one time; nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situated on said land be used for business or manufacturing purposes. No outbuildings shall be occupied as a residence prior to the construction of the main buildings.

Section 3. That any wall of any residence or other outbuildings, including garage, on the above described lot shall not be erected nearer than thirty (30) feet from Pray Avenue. The main entrance of any residence building on the above land shall face the boundary line of Pray Avenue.

Section 4. Each residence or other outbuildings, including garages, erected on the above lot must provide a space of at least fifteen (15) feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots.

Section 5. The cost of the main building on the above lot shall be at least ninety-five hundred dollars (\$9,500.00), exclusive of all the buildings, landscaping, and other improvements of the land not directly affixed to the main building.

Section 6. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.

Section 7. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

Section 8. That no cows, horses, goats, swine, hens, or dog kennels shall at any time be kept or maintained on said lot or in any building thereon.

Section 9. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants shall be construed to apply to a single lot.

Section 10. The grantor herein does not hold itself responsible for the enforcement of the foregoing restrictions.

Section 11. It is understood that this property shall operate under the so-called "New Neighborhood Act" as adopted by the National Association of Real Estate Operators.

BEING all and the same premises acquired by Adam M. Weisberger and Sarah P. Weisberger by Warranty Deed from Thomas B. Nicholson and Linda C. Nicholson dated August 4, 1992, and recorded in the Kennebec County Registry of Deeds in Book 4194, Page 211.

THIS deed is given pursuant to the terms of a divorce judgment dated June 9, 1994, in the matter of Sarah Weisberger vs. Adam Weisberger, Seventh District Court, Division of Northern Kennebec, Docket No. WAT-93-DV-133.

47-173

WITNESS my hand and seal this 29th day of June, 1994.

Signed, Sealed and Delivered  
in the presence of:Marguerite L. WeymouthAdam M. Weisberger  
Adam M. WeisbergerSTATE OF MAINE  
COUNTY OF KENNEBEC

Dated: June 29, 1994

Then personally appeared the above named Adam M. Weisberger and  
acknowledged the foregoing instrument to be his free act and deed,

Before me,

Marguerite L. Weymouth  
Notary Public

Print Name \_\_\_\_\_

MARGUERITE L. WEYMOUTH  
Notary Public, Maine  
My Commission Expires December 31, 1997

RECEIVED KENNEBEC SS.

94 JUL -1 AM 9:00

ATTEST: Harold R. Thomas  
REGISTER OF DEEDS